

EXHIBIT L



State of Washington
Department of Corrections

Contract No. K10825

THIS CONTRACT is entered into by and between the state of Washington for the use and benefit of the Department of Corrections, hereinafter referred to as "Washington" or "WDOC" and GEO Group, Inc. herein after referred to as "GEO".

WHEREAS, when funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment by the WDOC to GEO under the terms of this Contract; and

WHEREAS, GEO has available beds in its detention system, hereinafter referred to as the Facility; and

WHEREAS, the Facility is a correctional facility operated by GEO in which inmates may lawfully be confined; and

WHEREAS, when Washington, and GEO have obtained required approval, clearance and coordination from and with appropriate agencies; and

WHEREAS, Washington has authority to provide adequate facilities and programs for the confinement, care, and treatment of Offenders in accord with the provisions of RCW 72.68.040.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

Article L
DEFINITIONS

Contract – means this instrument and all documents incorporated herein by reference. **Department** – means the state of Washington, Department of Corrections, its officers, agents, subcontractors, and employees.

Facility – means a correctional institution operated by GEO.

Indigent Offender – means an offender whose disposable income balance is less than ten dollars on the day a request is made to utilize funds and during the 30 days previous to the request.

In-patient Care -means care received in a free standing, non-correctional hospital on an in-patient basis.

Mandatory ACA Standards – means those standards identified as being mandatory in the American Correctional Association's Standards for Adult Correctional Institutions, 4th Edition, as same may be modified, amended, or supplemented in the future.

Offender – means any person incarcerated pursuant to applicable Washington laws, and assigned to the Facility for housing under this Contract.

Offender Day – means each day, including the first day but not the last, that an offender is admitted to the Facility as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local law and court orders; constitutional standards; WDOC regulations made applicable to GEO and this Contract. If there exists a difference between any of these, the higher standard shall be followed as determined by the WDOC.

Per Diem – means the amount to be paid for each Offender Day.

Secretary – The chief executive of the WDOC.

Service Commencement Date – The start date of this contract – May 1, 2015

Warden – The Administrative Head who manages operations of the Facility.

WDOC Contract Monitor – The designated representative of the WDOC or his/her delegate serving as liaison between the WDOC and GEO and monitoring performance under this Contract.

Article II.

TERM OF THE CONTRACT

Section 2.01 **Term.** The term of this Contract shall be 1st day of May, 2015 and continuing through the 31st day of August, 2018.

Section 2.02 **Extension.** The term of this Contract may be extended by mutual consent of the parties for an additional two year term.

Section 2.03 **Termination for Convenience.** This Contract may be terminated by either party, for convenience, on thirty (30) days written notice, delivered to the other party in accordance with the "NOTICES" section of this Contract. Within 60 days after the delivery of said notice, the WDOC shall retake physical custody of WDOC Offenders being housed at the Facility pursuant to this Contract. The requirement of written notice will not apply if the WDOC, in its sole discretion, determines the cause for termination creates an immediate threat to public or offender safety, health, or welfare.

Article III.

WDOC OFFENDERS

Section 3.01 **Offender Housing.** GEO shall confine and supervise male and female WDOC Offenders who may be transferred to the Facility pursuant to this Contract. It is the understanding of the parties that providing available Facility space for the housing of WDOC Offenders is at GEO's option and that the use of GEO's services and facilities is at the WDOC's option. Nothing in this Contract shall be construed as requiring GEO to provide space or as requiring the WDOC to present for confinement any WDOC Offenders. WDOC inmates shall be housed in single or double occupancy cells, not dormitory or other larger group housing units without prior written approval of the WDOC contract monitor or designee.

Section 3.02 **Selection and Placement Process.** The WDOC Offenders, if any, to be housed in the Facility shall be selected on the basis of the following criteria:

3.02.1 Offenders assigned to the Facility shall not have known serious mental health or physical problems.

3.02.2 Offenders assigned to the Facility shall be eighteen years of age or older.

3.02.3 GEO or the state Department of Corrections in which the facility is located may reject any offender found not to meet acceptable criteria as established by GEO.

If the WDOC desires to use GEO's services and facilities, the WDOC shall provide to the Facility's Warden, without charge, copies of institutional files, commitment or other judicial orders, and medical records of each WDOC Offender to be housed at the Facility. All WDOC Offender information shall be subject to statutory limitations on disclosure. GEO shall release or withhold such information in accordance with WDOC direction.

The original or a duly authenticated copy of the WDOC Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a WDOC Offender arrives at the transfer point.

Section 3.03 Transfer/Delivery of Offenders.

3.03.1 GEO shall be responsible for the cost of transporting the first 1000 offenders from WDOC to a GEO facility, transporting Offenders being returned to Washington at GEO's request, and the mass return of Offenders to Washington. This initial 1000 offenders will require multiple flights, each shall not exceed (135) offenders, and shall be scheduled at WDOC's discretion with 21 days of notice provided to GEO. WDOC shall be responsible for transportation to GEO facilities beyond the initial 1000. GEO shall determine the method of returning the Offenders to Washington in consultation with WDOC, which must be approved by WDOC. The WDOC shall be responsible for the expense of all other transportation of Offenders to and from the state of Washington including but not limited to incremental transfers of offenders from Washington to the assigned facility and transportation for the purpose of returning one group of offenders to Washington in exchange for bringing another group of offenders to the facility.

3.03.2 GEO shall be responsible for the cost and delivery of the property of Washington offenders transferred from Washington to a GEO facility during the mass transfers, and between GEO facilities. Washington will inventory the offender's property and palletize the property prior to transferring to GEO. Delivery will be completed, received and processed within ten days of the offenders' arrival at the receiving facility or the property will be replaced at GEO expense. After approval by GEO for placement at a GEO facility, all of the Offender's personal property will be shipped to the receiving GEO facility for issuance. GEO will be responsible for the cost of returning those property items the offender is not authorized to possess at the receiving GEO facility to a designated facility in the state of Washington.

3.03.3 Immediately upon the WDOC Offender's transfer into a GEO Facility, GEO shall, at their expense: 1) deposit into the Offender's account ten dollars (\$10.00); 2) provide the Offender a brief (five minute) phone call for the purpose of informing family of the Offender's safe arrival; and 3) provide the Offender with a hygiene pack that includes basic toiletries and hygiene items for the Offender's use pending receipt of the Offender's personal property and funds.

Section 3.04 Offender Funds. Funds of an individual WDOC Offender shall be provided to GEO, via electronic transfer, within seven (7) working days of the WDOC Offender's transfer.

Section 3.05 Offender Work/Program Assignment Payment. WDOC Offenders shall be paid \$2.00 (or the standard wage for that assignment, whichever is greater) per calendar work day when in work assignment of six or more hours per day less deduction for mandatory payments required by RCW 72.09.111.

3.05.1 After each permanent move from one Out-of-State facility to another, offenders shall receive a transitional stipend of \$1.00/day for up to the first 30 days only. In no case will the total amount of transitional funds paid to an offender for the first 30 days after arrival at the receiving facility exceed \$30.00.

To be eligible for the transitional stipend the offender must be:

- Participating in the receiving facility's orientation program, or
- On an approved facility wait list for a work assignment. If the offender is on an approved wait list he may receive \$1.00/day for each day during that first 30 working day time period at the receiving facility.

Section 3.06 Return of Offenders to the WDOC.

3.06.1 Upon demand by the WDOC, offenders will be delivered to the custody of the WDOC.

3.06.2 Within 14 days of receiving a good faith request, the WDOC will accept custody of any offender GEO requests be returned to WDOC custody.

3.06.3 No offender who completes his sentence, is released by court order, or is placed on probation or parole shall be released in a state other than Washington, unless that state has a detainer on the offender or has accepted custody of the offender pursuant to an interstate compact. In every other case, prior to release from custody, offenders shall be returned to the WDOC or to the custody of such jurisdiction as has agreed to take the offender.

3.06.4 When a WDOC Offender returns to WDOC, GEO shall provide, within seven (7) business days of the WDOC Offender's return or transfer, a check payable to Washington in the amount due the WDOC Offender, for credit to the WDOC Offender's account

3.06.5 When a WDOC offender is required to be transferred to testify regarding an incident at a GEO facility, the transport will be at GEO expense.

3.06.6 When a WDOC Offender returns to WDOC, GEO shall provide a transfer summary of each WDOC Offender's program activities (work, education, etc.), infraction history, and other items deemed necessary by WDOC and/or GEO staff within ten (10) business days of the WDOC Offender's transfer.

3.06.7 When WDOC offender is returned to Washington State, GEO shall provide a complete copy of health records within 10 business days.

**Article IV.
OPERATION OF FACILITY**

Section 4.01 General Duties and Liquidated Damages. The management of WDOC offenders in the Facility shall be consistent with the management of other offenders at the Facility and in accordance with the Operating Requirements.

4.01.1 GEO shall maintain staffing levels at the Facility in sufficient numbers and rank to comply with ACA standards, maintain the safety of the public, staff and inmates, and to adequately carry out the provisions of this Contract. Staffing patterns for the units and common areas occupied by WDOC offenders in each GEO facility where offenders are placed will be provided to the Washington Contract Monitor. A copy of the staffing pattern for Michigan or the applicable GEO facility, will be provided to the WDOC on site manager at that facility. The staffing pattern shall identify the custody (mandatory) positions for each shift. WDOC may assess liquidated damages, in an amount as determined below, if GEO fails to staff a custody position as identified in the staffing pattern.

4.01.2 WDOC may also assess liquidated damages if mandatory custody staff positions as shown on the staffing pattern for the units and common areas occupied by WDOC offenders in the GEO facility are vacant for more than forty-five (45) days. GEO may use contract staff, overtime and/or other approved alternatives to fulfill its mandatory staffing requirements.

The WDOC may assess liquidated damages in an amount equal to the daily rate (salary and benefits) of the vacant post or posts, per post per day. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. GEO shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Withholding of payment as liquidated damages shall not relieve GEO of any of its obligations under the Contract.

GEO shall submit monthly reports to the contract monitor documenting the staffing patterns achieved for the previous month.

4.01.3 GEO will exercise authority to ensure that the daily operation of the Facility is in compliance with the provisions of this Contract. Subject to the provisions of this Contract, GEO shall provide WDOC Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care, provide for their physical needs, make available work, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that sentences and orders of the committing court are faithfully executed, provide reasonable and meaningful access to the courts, and otherwise comply with applicable law. GEO will provide reports to the WDOC Contract Monitor on the adjustment of WDOC Offenders consistent with WDOC reviews, to include any required Transition Plan Reviews for offenders within eighteen months of release, using WDOC forms and formats. The case management of WDOC Offenders in the Facility shall be consistent with the case management of other offenders in the Facility unless otherwise specified in this contract or its amendments.

Section 4.02 Contract Monitors.

- 4.02.1 In administering this Contract, the WDOC shall designate a person, herein referred to as the WDOC Contract Monitor, to act as liaison with GEO's Contract Monitor, Amber Martin, and to monitor GEO's performance under this Contract. GEO agrees to pay the cost of travel and lodging as specified in WA DOC Policy 200.900 – Travel Regulations – Exhibit C for the contract monitor to inspect each GEO facility housing WDOC offenders. Such travel shall include a three-day inspection of each facility housing WDOC offenders every three months. Travel expenses shall not exceed those allowable for state employees by the Washington Office of Financial Management. Until further notice is received, the WDOC Contract Monitor shall be Ton Johnson, Senior Operations Administrator, Department of Corrections, PO Box 41100, Olympia, Washington 98504-1100. Notifications will also be provided to the WDOC on-site Manager.
- 4.02.2 GEO's Contract Monitor or his/her designee shall act as GEO's contact person for purposes of the administration of this Contract. Until further notice is received, GEO's Contract Monitor shall be Amber Martin, Vice President, Contracts, The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487.
- 4.02.3 Any change in the Contract Monitor for either party shall be effective upon ten (10) days advance written notice to the other party.
- 4.02.4 Unless otherwise provided, GEO shall permit the WDOC and any other duly authorized agent or governmental agency, to monitor all activities conducted by GEO pursuant to the terms of this Contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Contract work.
- 4.02.5 The WDOC may assign an on-site manager for the day-to-day operational issues related to ensuring contract compliance. The on-site manager will submit periodic reports to the Contract Monitor addressing contract compliance, audits, and reports, which are required, by the contract. GEO shall provide for the reasonable cost of round trip travel (transportation, lodging and per diem while in travel status) for the on-site manager and WDOC assigned counseling staff to and from the state of Washington, twice annually. GEO shall assist in finding suitable housing for the on-site manager assigned to a GEO facility. Housing must be within a reasonable commute and response time to the facility. GEO will reimburse the WDOC a flat rate of one thousand, two hundred dollars (\$1,200) per month for housing.

Section 4.03 Medical/Mental Health/Dental. - GEO shall provide essential health services, including medical, dental and mental health services that meet the applicable standards and levels of quality established by the ACA and NCCHC. In the case of a conflict between the standards, GEO shall follow the more stringent standard. In addition, GEO shall adhere to all applicable Federal, state, and local laws, and regulations governing the delivery of health services and establish the necessary quality controls to assure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health services to WDOC offenders. The contractor shall assign a professional

medical manager who shall be responsible for monitoring the performance of all health care personnel rendering patient care at the facility.

4.03.1 WDOC offenders shall be provided health services consistent with the version of the WDOC Offender Health Plan (OHP) that is current at the time.

Should sick call be cancelled for any reason, the WDOC on-site manager shall be notified immediately.

4.03.2 Services- All services shall be provided at the Facility when possible. For cases requiring emergency care or care that is medically necessary but outside the capability of the providers at the Facility, e.g. specialty physician or hospital-based services, arrangements shall be made with local health care providers to obtain the required services.

4.03.3 GEO shall have a written plan supported by policies and procedures for providing routine and urgent medical, dental and mental health services. In accordance with ACA and NCCHC Standards, the plan shall also include, but not be limited to providing:

- 24-hour care, seven days a week emergency medical, dental, and mental health care to include onsite nursing and on-call practitioners;
- A working defibrillator and an emergency crash cart; an on-site pulse oximeter with staff trained in its use; access to emergency care in the facility and emergency transport;
- Initial health screening;
- Health appraisal examination;
- Daily triaging of complaints and kites by a licensed health care provider,
- Sick call procedures with a health practitioner, including offering this service at least 4 days per week;
- Outpatient medical, dental, and mental health services, including diagnostics and physical therapy;
- Inpatient medical services;
- Special medical programs and services for, but not limited to, offenders with chronic needs or requiring convalescent care;
- Mental health and substance abuse services;
- Adequate staffing of trained professional health services staff and support staff;
- Pharmaceutical services and supplies;
- No cost to the WDOC Offender for medication refills and renewals;
- Optometric services;
- Health education;
- Medical diets;
- Infection control; and
- Quality control/peer reviews.

4.03.4 Initial/Preliminary Screening- All offenders shall receive an initial screening by qualified health care personnel within 24 hours of the offender's arrival at the Facility or within such other time limit as prescribed by ACA or NCCHC Standards. Review of medical transfer forms will be

conducted immediately on arrival to determine intervention before full screening. Screenings will include, but not be limited to:

- An inquiry into the offender's health care history, including status of current modalities and medications;
- An observation of the offender's behavior, physical limitations and capabilities and current physical condition; and
- An immediate referral to appropriate health care professionals, for emergency care, prescription management, or modality authorization.

4.03.5 At initial screening, all offenders will receive orientation about the Health Services Unit, including the procedures for accessing care, pill line, medication routine, and diabetic glucose monitoring process.

4.03.6 Full Health Appraisal (Intake) - All offenders shall receive a full health appraisal, at GEO's expense, within 14 days of arrival at the Facility. This health appraisal will include, but not be limited to:

- Review of the earlier screening;
- Review of the WDOC health care record, including documented history and problem list, medications ordered, conditions requiring ongoing treatment, and modalities authorized;
- Collection of a more detailed health services history;
- Medical examination, including review of mental health, and dental status;
- Laboratory or diagnostic tests to detect communicable disease;
- Other tests and diagnostics, as indicated by exam;
- Initiation of treatment, as indicated;
- Development and implementation of a treatment plan, including recommendations concerning physical limitations and restrictions that effect programming, housing, and job assignment;
- Referral to mental health or dental specialist as indicated; and
- Offender education, particularly if the treatment plan initiated by WDOC treatment plan is modified or changed.

4.03.7 Dental Screening, Examination and Treatment- GEO shall have written policies and procedures to assure dental screenings within 14 days of intake, exams, x-rays, and treatment are rendered consistent with the OHP and the ACA standards at GEO's expense. The WDOC records sent to the facility will be reviewed for dental history and to identify current dental care that should be continued. Emergent services must be provided within the appropriate clinical timeframe, and routine care in accordance with the ACA and NCCHC Standards.

4.03.8 Mental Health Screening, Examination and Treatment- GEO shall have written policies and procedures to assure mental health screenings, evaluations, and treatment are rendered consistent with the OHP and the NCCHC standards at GEO's expense. The WDOC records sent to the facility will be reviewed for mental health history and to identify current mental health care that should be continued. A psychiatrist shall be on call twenty-four (24) hours daily, seven days per week, and present onsite on an as needed basis. *Emergency requests from offenders or staff for*

mental health intervention (including exhibiting behavior that reflects imminent harm to self or others, and/or grave

disability) are to be evaluated by a trained health professional immediately upon referral. A psychiatrist must review all uses of psychotropic medications at least every 3 months for clinically stable patients and at least monthly for those patients undergoing medication adjustment or with active mental health problems.

- 4.03.9 Infectious Diseases**- GEO shall have written policies and procedures to support the management and prevent the spread of infectious diseases.
- 4.03.10 Formulary**- GEO shall adhere to the GEO formulary. When the only medically appropriate and medically necessary pharmaceutical a patient needs is not on the GEO formulary, the primary care practitioner will follow GEO's procedures for obtaining a waiver.
- 4.03.11 Continuous Quality Improvement (CQI)**
The Contractor shall institute a CQI program and Professional Peer Review process at the contract site, which shall include audits and medical record review. Physician peer review shall occur no less than annually per NCCHC standards. Within three (3) months of the contract agreement, Contractor must provide evidence that a CQI program is in place. In addition, Contractor shall make quarterly telephonic reports to the Washington State Department of Corrections Health Services Unit to provide information regarding hospitalizations of WDOC offenders, sentinel events, the current "watch list", the current QA facility report, and the current facility Self Audit report.
- 4.03.12 Health Care Records**- GEO shall have written policies and procedures to ensure appropriate and confidential management of offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at the institution is the property of the WDOC and shall be forwarded to WDOC when the offender is transferred from the facility. Release of information, including copying charges, shall be conducted in accordance with WDOC Policy 640.020 and the WDOC "Health Records Guideline". The contractor shall maintain medical records on paper and/or in electronic format that is in a timely, legible, and organized manner, and which permit effective and confidential quality review. Medical records include those recorded on paper, micrographics, computer electronics, audio tapes, film, photographs, videotapes, and any other recording medium.
- 4.03.13 Staffing**- The Health Services Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA. The responsibilities of these staff shall be clearly defined in their job description and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate. Appropriate supervisory staff shall monitor performance of these responsibilities. Ultimate responsibility of staff performance lies with the GEO Medical Director.
- 4.03.14 Staff Training**- The Health Care Administrator/Manager of the health services unit shall maintain current copies of licenses, accreditation, and certifications of the professional health care staff as appropriate. All health services staff shall participate in facility orientation and training comparable to that provided in WDOC. Medical staff must be trained to treat emergencies to include CPR, Basic Life Support, and First Aid.

The Health Care Administrator/Manager shall maintain records of staff participation in facility orientation and annual training and mandatory Continuing and Professional Education requirements.

- 4.03.15 **Costs-** The cost of providing on-site and off-site medical, mental health, or dental services (including security for hospital or clinical services off-site) either provided through GEO staff or contracted services shall be considered normal costs incidental to the operation of the Facility and is GEO's responsibility, and is included in the WDOC Offender per diem rates outlined in Section 6.02. WDOC can assist GEO in working with the local hospital to enter a Core Provider Agreement that would allow the hospital to bill Washington State Medicaid for qualified events.

Incidental costs associated with routine blood testing done as part of the disciplinary process or periodic testing required by GEO or the state DOC in which the facility is located are included as part of the per diem rate, outlined in Section 6.02.

- 4.03.16 The WDOC shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the Facility, its employees, or subcontractors, or for care which could have foreseeably been prevented.
- 4.03.17 Upon return to the WDOC, GEO shall provide the original (or a copy) of the health records of all health care delivered while under GEO jurisdiction, including, but not limited to all GEO health records, community hospital records, radiology reports and films, consultant reports, and laboratory results. In addition, GEO will provide a health summary prepared by one or more practitioners, appropriate to the complexity of the case.
- 4.03.18 Concurrent and/or retrospective review: GEO agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all onsite medical services provided to Department Offenders. GEO agrees that any and all of its medical services contracts will include authorization for Department concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department Offenders.

Section 4.04 Death of an Offender

- 4.04.1 In the event of the death of a WDOC Offender, GEO will immediately notify the WDOC Monitor and the onsite monitor/designee via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. If requested by the WDOC, GEO shall obtain an independent autopsy. This autopsy shall be paid for by the WDOC. A certified copy of the death certificate and the offender's file and medical records will be forwarded to the WDOC.
- 4.04.2 GEO shall furnish all information requested by the WDOC, and follow the instructions of the WDOC with regard to disposition of the body. The WDOC will notify the relatives of the deceased offender, if any, as soon as practicable after death.
- 4.04.3 All expenses relative to any necessary preparation and shipment of the body shall be the responsibility of the WDOC.

Section 4.05 **Offender Work and Programs.** - Program opportunities in all areas of the facility will be offered proportionally for offenders meeting published program criteria based on the percentage of the total facility population represented by the number of Washington offenders.

- 4.05.1** All eligible offenders shall be afforded the opportunity to participate in programs, occupational training, and work on the same basis as other offenders housed at the Facility at GEO expense. Ineligible offenders are those who are ill, unable to work due to age or handicap, and those in administrative or disciplinary lockdown. No WDOC Offender shall participate in any program, training or work outside the fenced Facility unless approved in writing by the WDOC contract monitor or designee.
- 4.05.2** All eligible offenders will be productively occupied for at least 30 hours per week in work, education, vocational, and/or major habilitation programs. Offenders shall not be paid for participation in any program for which an offender in the state of Washington would not be paid.
- 4.05.3** Programs shall include: Academic Programs (Adult Basic Education, General Educational Development); Vocational programming including two industry-recognized vocational certificate programs; Substance abuse treatment services and Cognitive Restructuring programs, as available.
- 4.05.3.1** GEO shall provide notification 14 days in advance, whenever possible, to the on-site WDOC manager when programs are terminated. The notification shall provide the reason for the cancellation and the projected start date if the program is expected to resume in the future.
- 4.05.3.2** Should a program be cancelled for any reason, GEO shall notify the on-site WDOC manager immediately.
- 4.05.4** WDOC on-site staff may order an offender to work or attend school or vocational program. In the event an offender refuses, he/she may be charged with a violation of WDOC serious infraction #557 under WAC 137-28-260. GEO will administer the WDOC disciplinary proceedings for a violation of this infraction.
- 4.05.5** In the case of craft programs, the crafts may be sold and proceeds of any sale retained by the offender in accordance with the rules of the Facility.

Section 4.06 **Religious Opportunity.** GEO will provide adequate space and opportunity within the Facility for religious services. GEO will ensure that religious diets are in compliance with constitutional and American Correctional Association requirements. GEO will ensure compliance with state and federal law, including the First Amendment to the U.S. Constitution, and the Religious Land Use and Institutionalized Persons Act (RLUIPA), concerning offender rights and religious exercise.

Section 4.07 **Recreation.** Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis.

Section 4.08 **Telephone.** Access to telephone service shall be provided to WDOC offenders comparable to access provided to other offenders by GEO.

Section 4.09 Clothing. GEO will be responsible for laundry and repair or replacement of offender clothing including agreed upon and appropriate footwear and work assignment shoes during the WDOC Offender's incarceration at the Facility to ensure clean clothes and bedding on at least a weekly basis.

4.09.1 Upon admission, GEO will provide each offender with:

- Socks – three pairs
- Undershirts - two
- Underpants - seven
- Thermal tops and bottoms – two pairs
- Trousers - two
- Shirts - two
- Shorts - one
- Winter Coat - one
- Belt, if trousers do not have elasticized waist - one
- Shoes – one pair
- Pajamas – two pairs
- Gloves – one pair
- Knit Cap - one

Clothing, including undergarments, socks, shoes, etc., may need to be replaced more frequently for offenders engaged in certain work activities, e.g. kitchen, maintenance, or painting crews. In addition, offenders shall receive footwear appropriate to their work assignment. GEO shall ensure tennis shoes are available for offender purchase in the commissary.

4.09.2 WDOC offenders shall be allowed to possess one pair of shower shoes, one pair of personal tennis shoes purchased by the offender, and one pair of deck shoes or other appropriate footwear that may be required for performing their work assignment.

4.09.3 When a WDOC offender is given a work assignment which requires the issue and use of footwear, other than deck shoes, the deck shoes issued by the facility will be turned in, unless the offender has no personal tennis shoes.

4.09.4 At GEO facilities during seasons when the temperature normally drops below 32° Fahrenheit Washington offenders will be issued one additional blanket when the offender submits a written request for one. GEO will make thermal underwear available through issue and use by the offenders.

Section 4.10 Commissary and Mail. Offenders will be provided with commissary and mail service. GEO shall retain the profits from the commissary operation. Indigent Offenders shall be provided with supplies for correspondence and up to the price of ten (10) first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. GEO is entitled to recoup postage fees when the Offender has sufficient funds in his account. Mail (incoming or outgoing) which is clearly identified on the outside of the envelope as legal mail, as defined by WDOC policy shall be inspected only in the presence of the offender. Legal mail shall not be read without a search warrant but may be scanned in the presence of the offender to verify legal mail status and that the mail is free of contraband.

Section 4.11 Visitation. GEO shall provide space, opportunity, furniture, and equipment for visitation. Contact visiting shall be provided unless individual security concerns dictate otherwise. GEO shall adopt

flexible visiting policies for visitors traveling from out of state. Visitors on WDOC's approved visitors list shall be approved by GEO unless security concerns indicate otherwise.

Section 4.12 Grievance Procedure.

- 4.12.1 GEO will process and respond, within established timeframes, to all WDOC Offender grievances consistent with GEO grievance procedures. WDOC Offenders shall be required to use GEO grievance procedures for all complaints related to GEO staff, access to GEO facilities and programs, living conditions, all grievable issues established in its grievance program, and institutional operations. WDOC Offenders may use WDOC grievance procedures for issues directly related to WDOC staff. If the grievance is regarding property or funds which did not get transferred, it may be submitted, within 90 days from the date of transfer, against the facility from which the offender transferred out of Washington State through the Washington Offender Grievance Program.
- 4.12.2 GEO shall provide the WDOC Contract Manager a monthly summary of grievances by volume and type. Any grievance type rating 25% of the total volume or higher shall result in a documented investigation and analysis to determine appropriate corrective action, with an estimated timeframe for completion of the identified corrective action.
- 4.12.3 GEO will respond to grievances within their established timelines listed in their grievance program unless investigation or other matters require additional time.
- 4.12.4 Offenders who start the grievance process while incarcerated at a GEO facility, shall have the opportunity to complete the process even if transferred to a WDOC facility.

Section 4.13 Access to Courts. GEO will provide opportunity for meaningful and constitutionally sufficient access to federal and Washington State legal materials at the Facility in accordance with security and operating needs.

- 4.13.1 Every attempt should be made by GEO to provide WDOC Offenders in segregation and protective custody access to the law library collection established pursuant to this section providing their participation is consistent with the safety and security of the Facility. If direct access cannot be provided WDOC Offenders in segregation or protective custody, a process shall be established allowing WDOC Offenders in segregation or protective custody to request reasonable numbers of materials from a law library.
- 4.13.2 The WDOC shall provide Washington State legal materials required to meet constitutional standards via computer and appropriate software. GEO shall provide on-site technical service based on available expertise to ensure that the Washington Law library computer(s) are maintained and the software programs and updates are properly installed. GEO shall provide a secure and monitored location to house said computer and associated peripherals.
- 4.13.3 GEO shall make available federal law material; typewriters, including ribbons, and typing paper; notary services; copying services, including copy paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper supplies and copying shall be provided and shall be available free of charge to indigent WDOC Offenders. WDOC Offenders need not be afforded access to copy machines, however, GEO shall provide a copy of specific information, such as a

page from a law book, upon request by a WDOC Offender. A common copy/print fee shall be set by GEO.

- 4.13.4 GEO shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

Section 4.14 Offender Records and Progress Reports.

- 4.14.1 Offender institutional records regarding WDOC Offenders while at GEO shall be collected and maintained on-site by GEO in accordance with WDOC record keeping practices and Operating Requirements governing confidentiality. Upon request, all records, reports, and documents related to WDOC offenders, shall be made available immediately to the WDOC Contract Monitor for review. When an offender is transferred from the Facility, the record provided by the WDOC and all additional records and other information concerning the Offender, compiled while the Offender was at the Facility will be forwarded to the WDOC. The record consists of all reports, timesheets, staff memos, correspondence, and other documentation relating to behavior of the WDOC Offender.
- 4.14.2 GEO shall define a local level of case planning, subject to WDOC review and approval. Case planning information will be included in each WDOC Offender's progress report prepared by GEO and submitted to WDOC once per year as designated by the WDOC onsite staff. The progress report shall include narrative sections describing the following subjects: programming; serious infraction record; medical; mental health; community support; counselor comments; recommended custody and placement changes; and offender comments. A copy shall be provided to the WDOC Offender and on-site WDOC staff. WDOC Offenders' appeals of the counselor comments/recommendations in the progress report shall be appealed to the WDOC Out of State Facility Superintendent or designee.

Section 4.15 Transportation & Security. GEO will provide security for Offenders assigned to the Facility whether in the Facility or elsewhere. GEO will provide transportation to and from medical appointments, emergency medical care, and state and federal court appearances within 75 miles of the Facility.

Section 4.16 Removal of Offenders from the Facility. Except for emergency health care needs, WDOC Offenders shall not be assigned from the Facility without express prior authorization from the WDOC.

Section 4.17 Use of Force. GEO's use of force policy and training program for security staff shall be approved by the WDOC prior to offenders being transferred to the Facility. Following any use of force, an incident report shall be prepared and the WDOC staff OD shall be notified pursuant to Section 4.19, "Notification of Incidents, Emergencies, and Escapes."

Section 4.18 Escapes. In the event of the escape of a WDOC Offender(s) from GEO's physical custody, GEO shall, in addition to efforts to apprehend such WDOC Offender, immediately notify the WDOC and make notification to the onsite staff officer of the day (OD) and the shift Lieutenant at the Washington Corrections Center (360-427-4620, 4621, 4622), who will broadcast the escape. GEO staff will notify the National Criminal Information Center (NCIC) of the escape and notify local law enforcement agencies in the same manner it uses for GEO escapees.

Section 4.19 Notification of Incidents, Emergencies, and Escapes.

- 4.19.1** Incidents involving/impacting WDOC Offenders are to be reported consistent with WDOC Policy and Directive No. 400.100, which is attached as Appendix B and incorporated herein. Such incidents are to be reported to the WDOC on-site monitor and the WDOC Contract Monitor within 24 hours of the occurrence or as required by 4.19.3, below. Incidents are to be recorded on the Incident Report Form provided by the WDOC. A copy of the Incident Report Form shall be provided the WDOC onsite staff and a copy e-mailed to the WDOC Contract Monitor within 24 hours of the occurrence of the incident. GEO and the WDOC will provide each other with a list of name, phone, and e-mail addresses for personnel to whom inquiries regarding fiscal, medical, and operations matters should be directed. For incidents involving any offender, GEO will send to WDOC Contract Manager and on-site manager, reports on incident on a timely basis.
- 4.19.2** GEO shall administer discipline for all WDOC offenders following the provisions of Washington Administrative Code (WAC 137-28-160). Any sanction which recommends the loss of good time, may be appealed to the WDOC Senior Operations Administrator, who will be the final arbiter of the matter.
- 4.19.3** GEO will notify the WDOC on-site manager and the WDOC immediately by telephone (the WDOC Contract Monitor shall be contacted during business hours, otherwise the WDOC Duty Officer (Shift Lieutenant) shall be contacted at (360) 427-4620, 4621, 4622 and an incident report shall be e-mailed to the WDOC Contact Monitor within two (2) hours for any:
- a) Offender escape;
 - b) Use of deadly force;
 - c) Use of force in which there is an injury requiring medical treatment;
 - d) Assault, including sexual assault, by an employee, offender, or civilian;
 - e) Disturbance involving three or more offenders which is not brought under control within 15 minutes;
 - f) Death of an offender;
 - g) Rape of an Offender;
 - h) Property destruction rendering a living unit or support service area unusable;
 - i) Hostage situation;
 - j) Use of chemical agents requiring medical treatment.
- 4.19.4** All other incident reports, notices of emergency, off-site medical treatments, and removal of Offenders from the facility shall be e-mailed to the WDOC Contract Monitor within twenty-four (24) hours of the incident.

The Facility shall inform the WDOC of all significant incidents involving WDOC Offenders assigned to the Facility within twenty-four (24) hours of occurrence. Significant Incidents include Serious Infractions, and all non-routine inmate movement from the Facility, including emergency medical moves and removals from population to a WDOC operated facility, and other such moves. Incidents described in this section shall be reported to appropriate WDOC staff as described in WDOC Administrative Regulation Chapter 137-28 WAC, Prisons Discipline.

- 4.19.5 Disciplinary reports or reclassification requests shall be mailed to the WDOC Contract Monitor weekly. Additionally, the Facility shall forward to the WDOC Contract Monitor a monthly report detailing the disciplinary actions taken on WDOC Offenders. The content and form of the report will be mutually agreed upon by the GEO Contract Monitor and the WDOC Contract Monitor.
- 4.19.6 GEO will provide a quarterly report to the WDOC Contract Monitor that chronicles/summarizes significant activities occurring during the quarter, and will be in the following format:

Cover

The standard cover shall identify the Facility and name of reporting staff member.

Section 1: Institution Specific Issues:

This section will reflect issues related to individual Facility intelligence and investigation activities, and contain the findings of a trend analysis for the following items:

1. Rule infractions.
2. Results of significant contraband recoveries, such as the number and type of weapons found, narcotics, etc.;
3. Urinalysis screening;
4. Requests for protective custody;
5. Inmate store orders, e.g., stockpiling;
6. Lockdowns for cause
7. Visiting program contraband recoveries;
8. Inmate/staff confrontations, including threats against staff;
9. Incidents and type of inmate violence;
10. Inmate deaths; and
11. Staff turnover by type

Section 2: Outside Referrals:

This section will report each inter-departmental intelligence or investigative contact, as well as referrals to outside law enforcement agencies. It will also designate the status of the referral, i.e., investigation being conducted, referral to prosecutor, no prosecution decision, etc. These cases need to ensure confidentiality of disclosure consistent with WDOC policy.

Section 3: Substance Abuse Activity:

This section will provide a general statement concerning drug activity, and a report of substance abuse testing data within the Facility. It will also include information on the types of narcotics found, and strategies for dealing with these activities.

Section 4: Analytical Paragraph:

This section will present an analysis of the information that has been gathered, i.e., any findings related to the analysis of investigative reports, and conclusions drawn from the analysis of problems pertaining to:

- Physical plant, to include grounds and work areas;
- Operating procedures and post orders; and

- Recommendations for corrective action which should be taken in order to correct the problems, if any, listed above.

4.19.7 GEO shall furnish copies of any regularly generated reports that are requested by the WDOC.

Section 4.20 Earned Time/Good Time. GEO shall furnish specific information to the WDOC in accordance with WDOC Policy Nos. 320.150, 350.100, and 350.120 for purposes of award or forfeiture of earned/good time for eligible offenders. The final decision on awarding or forfeiture of earned/good time rests with the WDOC Senior Program Administrator, or designee.

Section 4.21 Sentence Computation. GEO will furnish the WDOC with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The final decision with respect to sentence computation rests with WDOC. Sentence computation will be done by the WDOC. The WDOC will furnish adjusted release dates to GEO as necessary.

Section 4.22 Classification. Any Offender may be administratively transferred to a higher security level pending approval by the WDOC. No Offender may be transferred to a lower security level without prior approval of the WDOC.

Section 4.23 Facility Space for Hearings, Inspections, Audits, and Contract Monitors.

4.23.1 Adequate facilities for any hearings, inspections, audits, and related WDOC case management activities, including furniture, equipment, on-site clerical support, and security staff, shall be made available to WDOC employees.

4.23.2 GEO will make available office space for on-site WDOC manager at the Facility.

4.23.3 The WDOC shall reimburse GEO for expenses related to on site WDOC staff mailing of work related materials. GEO may separately invoice WDOC for such expenses monthly or quarterly.

4.23.4 GEO will complete a minimum of three (3) documented internal audits per month, two (2) from the mandatory list and one (1) from the essential list, itemized in Appendix C. Unless a specific audit demonstrates compliance deficiencies or there are major changes in applicable law, rule, standard, and/or policy, for purposes of complying with this section, no individual audit will be repeated more frequently than annually. Audit reports will be submitted to the WDOC Contract Monitor; and where there are demonstrated deficiencies, it will be accompanied by an action plan for correcting the deficiencies. GEO may use its monitoring instruments provided that they address all the issues identified in Appendix A, mandatory audit.

4.23.5 Unless required more frequently by law, rule, standard and/or corporate/local policy, GEO will complete documented formal inspections of the following areas, according to the stipulated schedule:

Security:	Per shift
Sanitation	Quarterly
Fire/Safety	Semi- annually
Environmental Health	Annually

Copies of all inspection reports will be submitted to the WDOC Contract Monitor in a format provided by GEO, to include action taken and date to correct noted deficiencies.

Section 4.24 Public Information. Facility or other officials of GEO shall not be authorized to release publicity concerning WDOC Offenders. They shall not release personal histories or photographs of WDOC Offenders or information concerning their arrivals or departures, except as provided herein. However, information related to an imminent public safety issue, such as information concerning the escape of a WDOC Offender, may be given directly to the news media by GEO. GEO may photograph WDOC Offenders as a means of identification for official use only. Photographs of a WDOC Offender may be disseminated to appropriate law enforcement officials and the news media in the event of any escape from GEO's physical custody by such WDOC Offender. Any requests for information regarding WDOC Offenders or requests for interviews of WDOC Offenders shall be referred to the WDOC's Communications Unit. When the Communications Unit decides the request, it shall timely respond to the Facility through the WDOC Contract Monitor's Office. GEO shall make arrangements for such interviews at the reasonable discretion of GEO. GEO shall release or withhold information in accordance with WDOC direction.

Section 4.25 Inspections. The WDOC shall have the right to inspect and/or audit the Facility at its discretion, with or without advance notice.

Section 4.26 Offender Account Deductions. GEO will make deductions and withdrawals from offender accounts as required by Washington statute and department policy according to WDOC Policy and remit such funds to WDOC on a monthly basis. All deposits to an offender's account are subject to deductions except for deposits from Veterans Affairs, Social Security Administration, a settlement from a 42 USC 1983 case or tribal funds protected by federal statute. GEO shall submit to the WDOC on a monthly basis, or as otherwise agreed, a report or list, in WDOC approved format, containing the inmate name; Washington State DOC number or social security number; the types of deposits and amounts made to the offender's account; and the types of mandatory deductions taken and the amounts. A list of deductions is shown in Exhibit A, trust accounts for offenders. All deposits to an offenders account would be considered other deposits unless it is from Veterans Affairs, Social Security Administration, a settlement from a 42 USC 1983 or tribal funds protected by federal statute. Mandatory payments required by RCW 72.09.480 shall be handled by the WDOC in accordance with Section 3.04.

Section 4.27 Policy and/or Procedure Changes. GEO shall provide a fourteen (14) day written notice to all WDOC Offenders and the on-site WDOC manager before policy and/or procedure changes related to Sections 4.05; 4.06; 4.07; 4.08; 4.09; 4.10; 4.11; 4.12; 4.13; 4.21; 4.22; and 4.23. Fourteen day notice is not required when the policy or procedure change is necessary to address immediate security or emergency conditions as declared by the Warden with the concurrence of the WDOC Monitor.

Section 4.28 Administrative Segregation Placement. - Due Process and Conditions of Confinement. GEO shall provide appropriate due process and conditions of confinement consistent with the requirements in this contract.

4.28.1 The following procedures are required when a WDOC offender is placed on Administrative Segregation. The purpose of administrative segregation is to temporarily remove an offender from general population until a timely and informed decision can be made about appropriate housing based on his/her behavior.

- If the Warden/Designee retains the offender on administrative segregation, GEO staff will provide written notice to the offender immediately (no longer than 24 hours) regarding the reason for placement so that notice is given at least 48 hours in advance of initial review.
- The offender will be provided an initial review regarding the placement within 2 working days of being assigned to administrative segregation and,
 - Shall be provided 24 hours notice of initial review;
 - Have the opportunity to attend the review and provide a formal response to the reason(s) for placement (the offender may waive his appearance at the meeting);
 - Have the right to request witness statements;
 - Have the right to an interpreter or staff advisor if unable to speak and understand English or is deemed by the review committee to be incapable due to mental or physical impairment to present his responses to the reason(s) for placement;
 - Have the right to review non confidential information resulting in their current placement; and
 - Have the right to have their input available to the decision making authority at the time their case is reviewed by the decision making authority
- The offender shall be advised of the recommendation of the review committee after the initial, intermediate and final reviews.
- Multidisciplinary Facility Risk Management Teams (FRMT) will be utilized to conduct intermediate and final reviews of offenders assigned to Administrative Segregation. The FRMT will include at a minimum:
 - The offender, unless s/he waives participation;
 - The Correctional Unit Supervisor (CUS) or counselor from the sending unit, and the counselor from the unit currently assigned;
 - The assigned Unit Supervisor; and
 - A custody/security representative, the rank of Sergeant or higher.
- Each of the following disciplines must be represented when they are relevant to the offenders being reviewed.
 - Medical professional, for offender with specific medical related, code assignment record/hold record (PULHESDXT) "P" codes of 4 or higher;
 - Supervising Psychologist/designee, for offender with PULHESDXT "S" codes of 3 or higher and/or "H" codes of 4;
 - ADA Coordinator, for offenders with PULHESDXT "L", "E" or "X" codes of 3 or higher; and
 - Other program area supervisors who have direct supervision of the offenders' activities and knowledge of his/her behavior.
- An intermediate review will occur within 14 days of the initial placement review being conducted.
- A final review will occur with 30 calendar days of the intermediate review being conducted.
- After any review if the FRMT's decision is to release the offender the recommendation will be forwarded to the Warden/designee and a decision will be made within one working day.
- After placement on administrative segregation for 46 days, a decision must be made regarding final disposition of the offender. Final disposition must be return to general population, refer to Maximum custody or request a 14 day extension.
- In extraordinary situations, the Warden may request from the WDOC Onsite Manager an extension of up to 14 days beyond the 47 days served.
 - All offenders retained on Ad Seg status for more than 47 days will be updated on their status every 14 days.

- The Warden or designee may release an offender from Ad Seg at any time if it is determined that the conditions or reasons for placement no longer exist.
- GEO will notify onsite manager, properly document, and track offender's status while on Administrative Segregation status. Administrative Segregation, Pre-Hearing or Disciplinary Segregation.

4.28.2 GEO shall ensure that the conditions of confinement for WDOC offenders placed in segregation include:

- Adequately lighted and ventilated environment, unless mechanical or other problems prevent such conditions on a temporary basis.
- Reasonable room temperature for the season, unless mechanical or other problems prevent such conditions on a temporary basis.
- Meals of a similar quality and quantity as provided to the general population. Methods of preparation and/or delivery may be modified for security reasons.
- Access to personal hygiene items as appropriate based on safety and security needs.
- Opportunity to shower at least 10 minutes and shave at least 3 times per week.
- Access to telephone, mail and approved correspondence supplies, visiting, reading material(s) and legal representation and material(s). To include the ability of the offender to write and mail two non-legal letters per week at GEO expense. Postage not to exceed the cost of a first class stamp on each letter.
 - Unless authorized by the Warden/designee, offenders in disciplinary segregation will be allowed limited telephone privileges.
- Receive a minimum of one hour of exercise per day, 5 days per week, outside of their cell.
- Limited program access due to risk level.
- Access to health care services, including mental health services.
- Access to the Unit Sergeant, Unit Supervisor and counselor.
- Controlled access to prescribed and/or Over-the-Counter medications according to GEO policy.
- Exchange of clothing (e.g. T-shirts, underwear, socks), coveralls and towels at least three times per week.
- Weekly exchange of linens.
- Barbering/hair care services as available in general population.
- Access to the following: Religious guidance, education, self-help programs, library and law library, grievance program and offender policy and operational memorandums with the exception of restricted policies/memorandums.

Section 4.29 **Food Service.** - Where GEO offers multiple levels of food service/selection the highest level offered at the facility will be provided DOC Offenders as part of the agreed per diem.

Section 4.30 **Subject Matter Experts.** - GEO agrees to pay the cost of travel, lodging and per diem as specified in WA DOC Policy 200.900 – Travel Regulations –Exhibit C for up to four trips to the facility where WDOC offenders are housed per contract year for the purpose of training. In addition, GEO shall pay for travel and lodging and per diem for quarterly medical audits performed by up to two WDOC staff at each facility and one WDOC staff for an annual food services audit at each facility.

Article V.
FACILITY EMPLOYEES

Section 5.01 Independent Contractor. GEO shall perform its duties hereunder as an independent contractor and not as an employee. Neither GEO nor any agent or employee of GEO shall be or shall be deemed to be an agent or employee of the state of Washington. GEO acknowledges that GEO and its employee are not entitled to unemployment insurance benefits unless GEO or a third party provides such coverage and that the WDOC will not pay for or otherwise provide such coverage. GEO shall have no authorization, express or implied to bind the WDOC to any agreements, liability or understanding except as expressly set forth herein.

Section 5.02 Personnel. Personnel shall be retained to deliver twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with the Operating Requirements. Prior to employment at the Facility, applicants shall be subjected to a thorough background check. GEO will provide sufficient coverage for sick leave, annual leave, training, meals, breaks, and other events that take officers away from their duties consistent with the GEO staffing management plan.

- 5.02.1** GEO caseworkers dedicated to WDOC offenders shall be provided at the ratio of one caseworker per one hundred and twenty-five offenders. Facilities housing more than 125 WDOC offenders but fewer than 250 WDOC offenders shall have two GEO assigned caseworkers. An additional GEO caseworker shall be assigned at every 142 offenders (or portion thereof) increment. At facilities housing fewer than one hundred and twenty-five WDOC offenders, a portion of the facility caseworker's time shall be dedicated to WDOC offenders in accordance with the above 1/125 ratio. The GEO caseworker will have primary responsibility for meeting GEO contract obligations with regard to the day to day operational issues, questions, and concerns of the WDOC offenders assigned to their caseload (i.e. responding to inquiries (kites) addressing pay and property questions, etc.)
- 5.02.2** Investigation/Intelligence (I&I) and Security Threat Group (STG) services will be provided by GEO. GEO I&I and STG services shall include but not be limited to monitoring telephone calls and mail, conducting investigations related to WDOC offender activities/behavior, addressing STG related issues such as providing information when available to the on-site WDOC manager to update the WDOC STG database; documenting and sharing information related to new tattoos and or recruitment activities, etc. Such services shall be provided at a level proportional to the facility population.
- 5.02.3** GEO shall provide clerical support of 0.5 staff to support the WDOC on-site staff at the facility where WDOC offenders are housed.

Section 5.03 Training. GEO will train all security personnel who will supervise, confine, and/or care for WDOC offenders, before they begin to work within the unit. Minimally this training will include 160 hours of curriculum approved by GEO and generally considered to be best practices within the corrections profession, followed by a minimum of 16 hours of structured and supervised on-the-job-training. GEO will provide security personnel with additional, as-needed training, to enhance work performance.

GEO expressly agrees, as a consequence of electing to perform its own training, that it will be solely responsible for any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors, or assignees in connection with such training. Training must meet credible industry standards.

Article VI. COMPENSATION AND ADJUSTMENTS

Section 6.01 Compensable Offenders. The terms of this Contract apply only to WDOC Offenders. Nothing in this Contract shall be construed to impose upon the WDOC any financial or other obligations for any non-WDOC Offender housed in the Facility. GEO's costs of operations including legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a WDOC Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed per day per WDOC Offender compensation of Contract.

Section 6.02 Payment. The WDOC shall pay directly to GEO, as follows:

6.02.1 GEO will bill WDOC \$60.00 per Offender Day per WDOC Offender housed under this Contract (Per Diem). The \$60.00 per day is inclusive of all costs to include, but not limited to, housing the offender at the GEO facility (ies), health care including emergent care (the cost of providing on-site and off-site medical, mental health and dental services including security for hospital or clinical services off-site) either provided through GEO staff or contracted services shall be considered normal costs incidental to the operation of the facility) and programming.

Section 6.03 Billing. GEO agrees to bill monthly for the actual bed days used in the preceding month. GEO also agrees to submit and itemized bill to WDOC in an electronic format and on the template provided in Appendix F (see attached) that includes the Offender Name, DOC number, Date of Birth, and dates the offender was held under the WDOC's authority. GEO shall email the completed billing template to the WDOC Contract Manager on the tenth day of each month for the number of Offender Days incurred during the preceding month. All amounts payable under the Contract shall be due within thirty (30) days from receipt of a properly completed invoice by the WDOC. The invoice should be emailed to the on-site manager on the same day it is sent to accounting and program staff.

6.03.1 GEO agrees to reimburse WDOC for all WDOC staff travel, lodging and per diem as outlined in prior sections and for the onsite contract manager(s) per section 4.02.05. Reimbursement shall be monthly, and all reimbursements are due within thirty (30) days from receipt of properly completed invoice by WDOC.

Section 6.04 Billing Disputes. If the amount to be paid is disputed by the WDOC, then the WDOC, on or before the date the invoice is payable, shall advise GEO of the basis for the dispute and pay the amount of such invoice that is not in dispute as provided in Section 6.03. If the parties cannot resolve the dispute within thirty (30) days after the notification of the dispute, either party may initiate dispute proceedings as provided herein.

Section 6.05 Taxes. GEO shall pay all local, state, and federal taxes, if any, with respect to the operation of the Facility.

Section 6.06 Utilities. GEO shall pay all utility charges or regulatory charges incurred or imposed with respect to the Facility.

Article VII.

LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

Section 7.01 Representation and Indemnification by GEO.

Subject to the limitations otherwise stated herein, GEO shall defend, indemnify, and hold the state of Washington, its officials, agents, and employees harmless for and against all claims arising from or as a result of this Contract, including but not limited to:

- 7.01.1 Claims resulting from any breach or default on the part of GEO and/or the Facility in the performance of the Contract;
- 7.01.2 Claims for services rendered to GEO by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
- 7.01.3 Claims involving personal injury or property damaged alleged to have occurred as a result of the negligent, grossly negligent or intentional acts or omissions of GEO, its officers, agents, or employees;
- 7.01.3 Claims involving allegations that GEO, its officers, agents, or employees violated state or federal law, including the U.S. Constitution or any state constitution, with respect to the performance of this Contract or the custody of any WDOC offender housed in a GEO facility; and,
- 7.01.4 Claims resulting from an act of an offender while in the custody of GEO pursuant to this Contract.
- 7.01.5 GEO shall be responsible for all costs, reasonable attorney's fees, expenses, and liabilities incurred in defending and resolving such claim, action, or proceeding brought thereon.
- 7.01.6 If any action is brought against the WDOC by reason of any such claim, GEO, upon notice from the WDOC, shall defend against such action with qualified counsel at GEO's expense. The WDOC shall have the right, at its own expense, to retain separate counsel to represent the WDOC regarding claims or portions of claims for which GEO does not have indemnity obligations. No settlement may be entered into with respect to any claim that may require the WDOC to take action financially, operationally, or otherwise, without notice and an opportunity to object by WDOC. Should WDOC refuse to participate in the settlement, GEO shall continue with the defense of the case, but their liability shall be limited to the amount GEO would have been obligated to pay under the proposed settlement.
- 7.01.7 In defending the WDOC, its officials, agents and employees, GEO shall provide information and updates as requested by the WDOC's Attorney General's Office (AGO) so that the AGO may, in its discretion, enter any legal proceeding on behalf of the WDOC, its officials, agents, or employees.
- 7.01.8 GEO shall not be responsible for defending or indemnifying the state of Washington against any claim arising solely out of any act or omission on the part of the WDOC, its officials, agents, servants, or independent contractors (other than GEO) who are directly responsible to the state of Washington.

Section 7.02 Representation and Indemnification by WDOC. The WDOC will defend any post-conviction action, including criminal appeals, personal restraint proceedings, and federal writs of habeas corpus, by any WDOC Offender challenging the underlying judgment of conviction, the calculation of good time pursuant to Section 4.20 of this Contract, or calculation of adjusted release dates pursuant to Section 4.21 of this Contract. The WDOC shall also defend and indemnify, to the extent allowed by state of Washington law, GEO should it be sued in an action contesting the legality of any WDOC Offender's transfer to the Facility.

Section 7.03 Workers' Compensation and Unemployment Insurance Compensation. GEO and its subcontractors shall maintain such workers' compensation insurance and unemployment compensation as is required by law.

Section 7.04 General Liability Insurance

7.04.1 GEO shall maintain a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, GEO is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

7.04.2 In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by GEO, GEO shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident.

7.04.3 GEO will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The WDOC and the state of Washington will not be held responsible in any way for claims filed by GEO or their employees for services performed under the terms of this contract.

7.04.4 GEO will provide the Department with two copies of the certificates of insurance for each coverage required under the contract. One certificate shall be sent to the Contracts and Legal Affairs Section, P.O. Box 41114, Olympia, Washington 98504-1114, and the other certificate shall be provided to the Institution's Business Office. GEO shall immediately notify the Contracts and Legal Affairs Section and said Business Office in the event such policy is terminated, canceled, or modified.

Section 7.05 Defense/Immunity. By entering into the Contract, neither party waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

Section 7.06 Notice of Claims. As soon as possible and no later than within five (5) business days after receipt of a summons or claim by either party in which the other party or any agent, employee or officer thereof is named defendant, the party receiving the notice or claim shall notify the other in writing. Failure to comply with the notice requirements can result in a refusal to indemnify, if such failure to notify results in prejudice to GEO or WDOC, or any of their agents, employees, or officers.

Section 7.07 Risk of Physical Damage to Facility The risks and costs of physical damage to GEO's Facility incurred as a direct result of the placement of WDOC's offenders in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per-offender day as provided by Section 6.02. This does not preclude GEO from taking action against an offender who causes such damage.

**Article VIII.
DEFAULT AND TERMINATION**

Section 8.01 **WDOC Default.** Each of the following shall constitute an Event of Default by the WDOC:

- 8.01.1** Failure by the WDOC to make payments to GEO under this Contract within thirty (30) days after such payment is due, except for payments that are subject to a valid dispute between the parties and the parties are actively working to resolve the dispute.
- 8.01.2** Persistent or repeated failure or refusal by WDOC to substantially fulfill its obligations under this Contract, unless justified by causes beyond the WDOC's control. Causes beyond the WDOC's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, natural disasters, fire, epidemics, and quarantines.

Section 8.02 **GEO Default.** Each of the following shall constitute an Event of Default by GEO:

- 8.02.1** Breach of any obligation identified in this Contract as grounds for immediate termination.
- 8.02.2** Failure to correct or cure a material breach of this Contract after notice and an opportunity to cure.
- 8.02.3** Persistent failure or refusal by GEO to substantially fulfill any of its obligations under this Contract, unless justified by causes beyond the GEO's control or by the default of WDOC. Causes beyond the GEO's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, natural disasters, fire epidemics, and quarantines.

Section 8.03 **Notice of Breach.** Except for any breach identified in the Contract as grounds for immediate termination, no breach of this Contract by either party shall constitute an Event of Default, and no action with regard to same may be instituted, unless and until the party asserting a breach specifies that a default or defaults exist(s) that, unless corrected or timely cured, will constitute a material breach of this Contract. Nothing in this section is intended to prevent any party from terminating this Contract pursuant to Article II of this Contract.

Section 8.04 **Time to Cure.** If any material breach of this Contract by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Default entitling the party asserting the breach to terminate the Contract. However, if within thirty (30) days after such notice, a substantial good faith effort to cure said breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

If the breach cannot be cured within thirty (30) days after notice, but can be cured through an ongoing effort on the part of the breaching party, the breaching party may, within the thirty (30) day period following the notice of the breach, submit a plan for curing the breach within a reasonable period of time not to exceed six (6) months unless extended by the other party. If the plan is approved by the other party, it shall not pursue remedies hereunder as long as the breaching party timely undertakes to cure the breach in accordance with the approved plan. Said approval shall not be unreasonably withheld.

Section 8.05 If GEO does not cure a material breach within the specified time frame, the WDOC may choose from the following remedies:

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8.05.1 Terminate the contract immediately by written notice to GEO.

8.05.2 Cure the breach and withhold all reasonably expended costs from GEO's compensation.

8.05.3 Withhold from the Per Diem payment the amount of the value of the service not being rendered for each day beyond the cure period until the breach is cured or the contract terminates. Value shall be based on the cost of providing the service. GEO shall have the obligation to provide documentation of such costs. Prior to the withholding, the WDOC shall provide at least ten-days notice to GEO to provide an opportunity to submit cost documentation. If GEO fails to provide such documentation, the WDOC may exercise reasonable discretion to determine the costs. Remedies 2 and 3 may not be exercised simultaneously.

For purposes of this Article, "notice" shall refer to written notice sent certified mail, registered return receipt to Amber Martin, Vice President, Contracts, The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487 and to the Warden at the Facility.

Section 8.06 Waiver. No waiver of any breach of any terms or conditions of this Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Article IX. MISCELLANEOUS

Section 9.01 Federal Rules.

9.01.1 If this contract involves the expenditure of federal funds, this Contract is contingent upon continued availability of federal funds for payment pursuant to the terms of this Contract. GEO also agrees to fulfill the requirements of the Office of Management and Budget Circulars A-87 and A-102 or A-110, whichever is applicable.

9.01.2 If applicable, GEO agrees to not use federal funds to satisfy Federal cost sharing and matching requirements unless approved in writing by the appropriate Federal agency.

9.01.3 Payment pursuant to this Contract, if in Federal funds, whether in whole or part is subject to and contingent upon the continuing availability of the federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by Washington, it may immediately terminate this Contract.

Section 9.02 Disputes. Disputes between GEO and the WDOC may be submitted to binding arbitration if the parties are unable to resolve any disputes arising hereunder. No disputes may be submitted to arbitration without the agreement of both parties.

Section 9.03 Binding Nature. This Contract shall be binding on the parties and their heirs, successors, and assigns.

Section 9.04 Invalidity and Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become

inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Contract is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Contract shall not be affected thereby.

Section 9.05 Jurisdiction and Venue. The laws of the state of Washington and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Contract. Venue for any legal action related to the performance or interpretation of this Contract shall be in Thurston County, Washington.

Section 9.06 Scope of Agreement. This Contract and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. This Contract shall not be altered, changed, or amended except by mutual consent of the parties in writing. All applicable appendices and exhibits shall be attached to the contract agreement.

Section 9.07 Subcontracting and Assignment. No subcontract or assignment shall be effective without the prior written consent of the WDOC.

Section 9.8 Other Arrangements Unaffected. The parties hereto agree that offenders transferred by the WDOC after the effective date of this Contract shall be deemed transferred to GEO pursuant to the terms of this Contract unless specified otherwise in writing.

Section 9.9 Notices. Any notice provided for in this Contract shall be in writing and served by personal delivery, designated WDOC electronic mail system, or United States Mail, postage prepaid, at the addresses listed in Sections 4.02 and 8.04, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Contract.

Section 9.10 Compliance with Nondiscrimination Laws. GEO shall, at all times during the performance of its obligations of this Contract, strictly adhere to all applicable federal nondiscrimination laws. GEO acknowledges that the following laws are included: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the American with Disabilities Act, including Title II, Subtitle A, 24 U.S.C. §§12101, et seq. and all rules and regulations applicable to these laws prohibiting discrimination because of race, religion, color, national origin, creed, sex, age, and handicap in federally assisted health and human services programs. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants or other federal assistance.

GEO assures the state of Washington that at all times during the performance of this Contract that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied to benefits of the service, programs or activities performed by GEO, or be subjected to any discrimination by GEO upon which assurance Washington relies.

GEO will not discriminate against any employee or applicant for employment because of race, creed, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. GEO will take affirmative action to insure that applicants are employed, and that employees are treated during

employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GEO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

GEO will, in all solicitations or advertisements for employees placed by or on behalf of GEO, state that all qualified applicants will receive consideration for employment without regard to race, creed, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

In the event of GEO's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be immediately rescinded, canceled, or terminated in whole or in part. GEO shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

Section 9.11 Confidentiality of Records. Unless otherwise provided, and when appropriate:

- 9.11.1 In the event GEO shall obtain access to any records or files of Washington in connection with this Contract, or in connection with the performance of its obligation under this Contract, GEO shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to Washington.
- 9.11.2 GEO shall specifically keep confidential all records and files of WDOC Offenders; GEO shall obtain prior written approval from Washington before releasing or disclosing the contents of any such records or files. GEO further acknowledges that this requirement is in addition to and not in lieu of any other laws respecting confidentiality of WDOC Offender and criminal justice files and records.
- 9.11.3 Any breach of confidentiality by GEO or third party agents of GEO shall constitute good cause for Washington to cancel this Contract, without liability; and any and all information delivered to GEO shall be returned to Washington.
- 9.11.4 Any WDOC waiver of an alleged breach of confidentiality by GEO or third party agents of GEO is not to imply a waiver of any subsequent breach.
- 9.11.5 This provision shall not be construed to prohibit GEO from releasing medical information in accordance with HIPAA for purposes of securing medical care for offenders.

Section 9.12 Ownership of Material Information, Data, Computer Software Documentation, Studies, and Evaluations. Unless otherwise provided, GEO agrees that all material, information, data, documentation, studies, and evaluations produced in the performance of this Contract is the property of the WDOC and GEO.

Section 9.13 Reporting. GEO shall submit to the WDOC Contract Monitor, on a quarterly basis, a written program report specifying progress made for each activity identified in GEO's duties and obligations, regarding the performance of the Contract. Such written analysis shall be in accordance with the procedures developed and prescribed by the WDOC. The preparation of reports in a timely manner shall be the responsibility of GEO and failure to comply may result in delay of payment of funds and

termination of the Contract. Required reports shall be submitted to the WDOC not later than thirty (30) days following the end of each calendar quarter, or at such time as otherwise specified.

Section 9.14 Records. Unless otherwise provided: GEO shall compile and maintain a complete file of each WDOC offender, including all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this contract, including medical, counseling, classification and disciplinary documents, in individual files. Further, GEO shall permit the WDOC to audit, inspect, and copy such files and records during the term of this contract to assure compliance with the terms hereof or to verify actual costs. Such files and records will be deemed to be the property of the WDOC and shall be available for inspection by the WDOC and shall be returned to the WDOC upon discharge of a WDOC inmate from GEO's Facility. GEO may keep copies of said records as may be necessary to resolve any matters that may be pending. Upon resolution of the matter said copied records shall be destroyed by GEO. No files or records in which a WDOC inmate is individually identifiable by name, shall be released to any third party without express, advance authorization of WDOC, except in medical emergencies.

- 9.14.1 GEO shall maintain a complete file of all records, documents, communications and other materials which pertain to the operation of programs or the delivery of services under this Contract. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which a Contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other GEO records. The WDOC's access to records pursuant to this provision shall be limited to those documents necessary to monitor contract compliance or to verify specific costs for which GEO sought reimbursement under this contract.
- 9.14.2 All such records, documents, communications and other materials shall be the property of Washington and shall be maintained by GEO, in a central location with a designated custodian, on behalf of Washington, for a period of three (3) years from the date of final payment of this Contract, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualification: If an audit by or on behalf of the federal government has begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit findings.
- 9.14.3 GEO shall permit the WDOC to audit and/or inspect its records during the term of this Contract and for a period of three (3) years following the termination of the Contract to assure compliance with the terms hereof or to verify actual costs.
- 9.14.4 WDOC is subject to the Washington Public Records Act (PRA), chapter 42.56 RCW. The PRA requires prompt and full disclosure of public records not otherwise exempt from disclosure under the law. Failure to comply with the PRA can result in liability for penalties and legal expenses. Therefore, if WDOC determines records created or maintain by GEO pursuant to this Contract may be subject to disclosure under the PRA, GEO will promptly and gather and provide all requested records to WDOC's Public Disclosure Unit upon request.

Section 9.15 Remedies. In addition to other specified remedial actions, the Secretary of the WDOC or his designee may exercise the following remedial actions should he find GEO substantially failed to satisfy or perform the duties and obligations in this Contract and has failed to cure such deficiencies in accordance with Article VIII. Substantial failure to satisfy the duties and obligations shall be defined to mean

insufficient, incorrect, improper activities or inaction by GEO of a continuing non-corrected nature, or of such a gross and blatant disregard as to require such severe action by the Secretary. These remedial actions are as follows:

- 9.15.1 Reducing the per diem rate per offender per day by 10% from the monthly invoices. The reduction under this subsection shall be in addition to any other reduction to the per diem rate allowed by this Contract including, but not limited to Sections 4.01 and 4.03. The WDOC shall not exercise this remedy unless the WDOC has first exercised all other applicable remedies, with the exception of termination, and, after a reasonable period of time, GEO has still failed to correct the area of non-compliance. Upon correction of the non-compliance, the per diem rate reduction shall cease.
- 9.15.2 Request the removal from work on the Contract of employee(s) of GEO or employees of any subcontractor whom the Secretary or designee justifies as being incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or whose continued employment on the Contract he deems to be contrary to the public interest or not in the best interest of Washington;
- 9.15.3 Deny payment for those services or obligations which have not been performed and which due to circumstances caused by GEO cannot be performed or if performed would be of no value to Washington. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to Washington;
- 9.15.4 Terminate the contract immediately without the required notice and without compensation for termination costs.

The WDOC may exercise any of the foregoing remedies in accordance with this Contract on a consecutive basis but shall not exercise two or more remedies concurrently.

Section 9.16 No Third Party Benefit. This Contract shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer any rights, powers, benefits or privileges on any person or entity other than the parties to this Contract. This Contract is not intended to create any rights, liberty interests, or entitlements in favor of any WDOC Offender. The Contract is intended only to set forth the contractual rights and responsibilities of the Contract parties. WDOC Offenders shall have only those entitlements created by Federal or Washington constitutions, statutes, regulations or case law.

Section 9.17 Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and any appendixes or attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the WDOC as provided herein in the event of such a failure to perform or comply by GEO.

Section 9.18 Counterparts. This Contract is executed in duplicate originals and each shall be deemed an original copy of the Contract signed by each party, for all purposes.

Article X.

PREA – CUSTODIAL AND SEXUAL MISCONDUCT

Section 10.1 Compliance

10.1.1 The Contractor agrees to ensure that all of the contractor's employees, vendors, and volunteers (hereinafter Contractor) that have contact with Department of Corrections (DOC) offenders comply with all federal and state laws regarding sexual misconduct including, but not limited to:

- 10.1.1.1** The Prison Rape Elimination Act of 2003 (PREA);
- 10.1.1.2** The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
- 10.1.1.3.** Zero tolerance toward all forms of sexual abuse and sexual harassment.

Section 10.2 Monitoring

10.2.1 Contractor agrees to provide to the Department documented compliance with the Federal PREA standards, and to allow the Department to monitor their facility's compliance.

10.2.2 Monitoring may include, but is not limited to:

- 10.2.2.1** Site visits,
- 10.2.2.2** Access to facility data, and
- 10.2.2.3** Review of applicable documentation.

Section 10.3 The Department may terminate this Contract:


- 10.3.1** Should the Contractor fail to provide documentation which demonstrates that the Contractor is actively and effectively working toward and is making substantive progress toward achieving compliance, or
- 10.3.2** Should Contractor fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

Section 10.4 The Department will terminate this Contract:

- 10.4.1** Should Contractor elect to discontinue pursuit of PREA compliance, or
- 10.4.2** Should Contractor be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames, or
- 10.4.3** Should Contractor be found to be in egregious violation of PREA.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this Contract, consisting of thirty-nine pages and four appendixes.

THE GEO GROUP, INCORPORATED




(Signature)
Amber Martin

(Printed Name)
Vice President, Contracts

(Title)
5-13-15

(Date)

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS



(Signature)
Gary Banning

(Printed Name)
Contracts Administrator

(Title)
5/13/15

(Date)

Approved as to form only:
WA Assistant Attorney General